

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

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J&J SPORTS PRODUCTIONS, INC.,  
Plaintiff,  
v.  
TOMASA CHAVEZ, et al.,  
Defendants.

Case No. 2:12-cv-01904-MMD-PAL

ORDER

(Plf.'s Motion for Default Judgment  
– dkt. no. 13)


Before the Court is Plaintiff J&J Sports Productions, Inc.'s ("J&J") Motion for Default Judgment. (Dkt. No. 13.) Defendants Tomasa Chavez and Elizabeth Garcia have not responded.

J&J is a California corporation that distributes and licenses sporting events. J&J claims that at the time of the events at issue in the Complaint, it possessed the exclusive nationwide commercial distribution rights to "'Tactical Warfare': Manny Pacquiao v. Antonio Margarito, WBO Light Middleweight Championship Fight Program" ("Program"). The Program was telecast nationwide on November 13, 2010. J&J states that it entered into sublicensing agreements with commercial entities, such as hotels, casinos, bars, and restaurants, across North America, including Nevada. Sublicensing provides commercial entities limited rights to uses of the Program, including publically broadcasting it. J&J alleges that the Program was broadcast at El Pollo Real, a Las Vegas business, without a sublicensing agreement. Defendants apparently do business as El Pollo Real, or are otherwise purportedly responsible for El Pollo Real's broadcast.

1 J&J's request for default judgment is deficient and will be denied with leave to re-  
2 file. J&J briefly states the allegations against Defendants, informs the Court that  
3 Defendants Tomasa Chavez and Elizabeth Garcia have been served with a summons  
4 and the Complaint, explains that Defendants have not answered the Complaint or  
5 defended the action in any way, and seeks actual, statutory, and punitive damages.  
6 Matthew Reynolds, counsel to J&J, submitted an Affidavit in Support of Request for  
7 Default Judgment that requests money damages in the amount \$112,200. However, J&J  
8 did not file a memorandum of points and authorities in support of its motion, as required  
9 by Local Rule 7-2(d). See Local Rule 7-2(d) (failure to file points and authorities in  
10 support of a motion constitutes consent to its denial). J&J also did not address the  
11 relevant legal standard governing the award of default judgment, see *Eitel v. McCool*,  
12 782 F.2d 1470, 1471-72 (9th Cir. 1986), and did not apply the facts of this case to that  
13 standard. Without enough facts to support J&J's claim for relief or its calculation of  
14 damages, the Court denies the Motion.

15 Accordingly, IT IS HEREBY ORDERED that Plaintiff J&J Sports Productions,  
16 Inc.'s Motion for Default Judgment (dkt. no. 13) is DENIED. J&J may re-file its motion  
17 consistent with the applicable Local Rules and legal standards as set forth above.

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19 DATED THIS 21<sup>st</sup> day of June 2013.

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23 MIRANDA M. DU  
24 UNITED STATES DISTRICT JUDGE  
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